# (1940) Department.

Ms. SERIES.

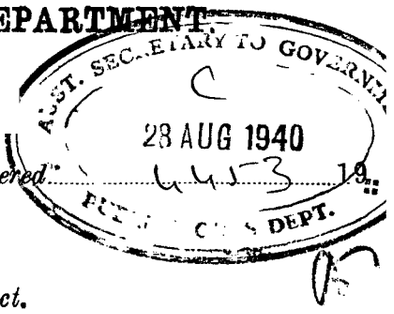
---

G.O. No. 2322

Dated 29. 10. 1940.

## [Despatch Abstract.]

PUBLIC WORKS **DEPARTMENT.**




*Received* ..... 19 . *Registered* 4413 19..

*Subject.*

Buildings - Bellary - District Judge's quarter exclusion of cost of site - Revision of Rent.

ENCLOSURES.
No. .....
.....
Spare copies .....

No. 3243 Ac/39-

*Station* Chepauk, Madras, *Dated the* 23rd August 19 40..

From (Name) H.R. Dogra, Esq., B.Sc.,
(Designation) Chief Engineer, P.W.D., General, Buildings and Roads.

To The Secretary to the Government of Madras,

PUBLIC WORKS Department.

Sir,

The building with site for the residence of the District Judge, Bellary was acquired under the Land Acquisition Act - Vide G.Os. Nos.262 W, dated 20th February 1911 and 733 W, dated 25th May 1912 - and the entire sum of Rs.25,000/- paid therefor was shown as the capital cost of the building in the data statement sanctioned in G.O. No.1627 W, dated 14th August 1913.

2. In 1939 the District Judge applied for a revision of rent by excluding the cost of site. The Accountant-General was consulted in the matter and in view

of his remarks in his U.O. No. W.M.W.4 Bel.338, dated 24th March 1939 (copy enclosed), the Superintending Engineer was asked to inform the District Judge that there was no case for revision of the rent.

3. The Superintending Engineer has raised the point again with the Accountant-General, the Collector and the Board of Revenue on the ground that the decision is not in accordance with the award passed at the time of acquisition of the property. - Vide copy of correspondence enclosed.

4. In column 1 of the schedule in the notice under section 9(2) of the Act of 1894 issued by the Revenue Divisional Officer under date 1-8-1911, the land was described as "Inam S. No.506-2 land covered by lease bungalows with buildings thereon". In the copies of title deeds (Sale deed and transfer deed) kept in the Collector's office file as also in the owner's letter dated 25th November 1910 on page 10 of G.O. No.262 W, dated 20th February 1911 it is stated that the land in question was held under "a grant of perpetual holding under the official seal of the Governor in Council". The Collector of Bellary now reports that the land has been classified as Government dry (patta) in the old diglott register printed in 1892 and that its classification as "Inam" in the notice referred to above is apparently a mistake for "Government dry". He also reports that the sum of Rs.25,000/- awarded as compensation represents the cost of lands buildings, wells and trees and all that existed on S.No.506- at that time - Vide copy of his letter enclosed. The Board agrees with the Collector's view. In t circumstances I request orders of Government as

whether the cost of land should now be excluded from the capital cost for purpose of calculating the rent and the rent lowered accordingly.

5. In the payment of Rs.25,000/- made to the owner of the property, a sum of Rs.7,900/- may be taken to represent the cost of the land including the value of the trees, wells etc., as shown below:-

In the total valuation of Rs.34,390/- the value of land, trees, wells etc., was taken as .. .. Rs.10,890/-

In the total payment of Rs.25,000/- the payment for land, trees, wells etc., should be .. $\frac{25,000}{34,390}$ x 10,890

= Rs.7,917 or

Rs.7,900

in round figures.

In the Accountant-General's U.O. Note dated 24th March 1939, wherein it was held that the owner of the building had no saleable proprietory right on the land pertaining to the building against the Government and that the Rs.25,000/- paid to him was for the building and trees, wells etc., it was assumed that this amount might be taken to include Rs.1,500 to cover the value of trees, wells etc., in the compound. Now that it is to be held that the Rs.25,000/- is both for building and land, it is necessary to deduct from the value of land arrived at above, some value for the trees, wells etc., in the compound.

Accordingly to the above Calculation, the value of the building alone comes to roughly Rs.17,000/-. The value of trees, wells etc., in the compound may therefore be fixed at Rs.$\frac{17,100}{23,500}$ x 1,500 or Rs.1,100 roughly. So, the cost

of

of land alone to be excluded for the purpose of calculating rent would come to Rs.6,800/-.

for Chief Engineer, P.W.D.

Copy of correspondence between the Superintending Engineer, and the Accountant-General, Collecto and Board of Revenue.

Copy of Accountant-General's not

Copy of Collector's letter.

G.Os. Nos.262 W dated 20-2-1911
,, ,, 733 W dated 25-5-1912
,, ,,1627 W dated 14-8-1913.

Copy of letter No. W.4 Bel.198 dated 11th of November 1939 from the Accountant General, Madras.

---

Sub:- Buildings - Bellary - District Judge's residence
Exclusion of cost of site from the date statement.

Ref:- Your letter No. 201-A.G. dated 30-9-1939.

---

I have the honour to state that the opinion of this office on the subject referred to above, communicated to the Chief Engineer in this office U.O. No. W.4 Bel.338 date 24th March 1939 is based on the information contained in the papers sent to this office in original by him along with his U.O. No. 424 Ac/39-1 dated 14th March 1939. For further information, the Chief Engineer may, therefore be referred to, as the papers received with the U.O. reference havebeen returned to him.

---

Endorsement thereon by the Superintending Engineer, Bellary Circle No. 717 W/352-I-I dated 16/19th November 1939.

---

Copy with a copy of this office No. 201 A.G. dated 30-9-39 is forwarded to the Chief Engineer, P.W.D. General, Buildings and Roads, Madras with reference to the orders issued in his Memo No. 424 Ac/39 C.P. dated 17-4-39.

The question may kindly be re-examined in thelight of the facts explained in this office No. 201 (X) AG dated 30-9-39 (enclosed) and further orders issued.

CRS./23-8-40.

Copy of Letter No. V.4 Bel.338 dated 11th of November
939 from the Accountant General, Madras.

---

ub:- Buildings - Bellary - District Judge's residence
Examination of cost of site from the date statement.

ef:- Your letter No. 2CI-A.G. dated 3-9-1939.

---

I have the honour to state that the opinion of this
ffice on the subject referred to above, communicated to
he Chief Engineer in this office U.O. No. V.4 Bel.338 date
th March 1939 is based on the information contained in
he papers sent to this o ffice in original by him along
ith his U.O. No. 424 Ag\39-1 dated 14th March 1939. For
rther information, the Chief Engineer may, therefore
e referred to, as the papers received with the U.O. re-
ference have been returned to him.

---

endorsement thereon by the Superintending Engineer,
illary Circle No. 717 M\3SE-I-1 dated 16\19th November
39.

Copy with a copy of this office No. 2CI A.G. dated
-9-39 is forwarded to the Chief Engineer, P.W.D. General,
uildings and Roads, Madras with reference to the orders
ssued in his Memo No. 424 Ag\39 C.P. dated 17-4-39.

The question may kindly be re-examined in thelight of
e facts explained in this office No. 2CI AG dated
-9-39 (enclosed) and further orders issued.

C.

Enclosure.

Copy of letter No.201-A. G. dated 30--9--39 from the Superintending Engineer, Bellary Circle, to the Accountant-General, M A D R A S.

Sub:- Buildings - Bellary - District Judge's residence Exclusion of cost of site from the data statement.

In your U.O.No. W.M.W.4.Bel.338 dated 24--3--39 to the Chief Engineer, P.W.D. General, Buildings and Roads, Madras, regarding the fixation of the capital cost of the District Judge's residence, Bellary, you have held that the land on which the building stands was given to an English Missionary by Government under a perpectual lease on payment of a quit rent of Rs.100/- per year, that it is the property of Government that the lessee has no saleable proprietary right on the land as against Government, that in the data statement the whole of the outlay viz., Rs.25,000/- was shown against the main building and that nothing was shown against the land as such. ----

In this connection I have to state that I obtained the original file of records on the subject from the Collector of Bellary and examined the relevant documents contained therein.

In col.4 of the Code form A (Statement showing the compensation awarded by the Revenue Divisional Officer, Bellary) the description of the property purchased by Government is mentioned as "Land and building etc." A copy of the grounds of award passed by the then Revenue Divisional Officer Bellary is herewith forwarded. In para 4 of the award the owners are stated to have had proprietory right in the land ~~xxxi~~ also. The sale deed and the deed of transfer referred to in para 3 of the grounds of award passed by the Revenue

Divisional

Divisional Officer mention is only made to the effect that the land was held by the owners under a grant of perpetual holding No.3578 of 1860 under the seal of the Governor in Council but no mention is made anywhere that the quit rent of Rs.100/- per year was paid by them or was due as stated in your U.O. Note. The perpetual holding No.3578 of 1860 referred to in these documents is not available in the file or records sent by the Collector and it is not known whether this grant viz., No.3578 of 1860 is a perpetual lease with right of resumption under certain conditions or whether it is an outright assignment with right of ownership.

GROUNDS FOR AWARD.

S. No.806/2 extent acres 95-19 in the Bellary Town with the buildings, and the well thereon is required for use as the residence of the District Judge of Bellary. The acquisition of the said land with the buildings thereon was sanctioned by the Government in its order No.262-W, dated 20th February 1911 and was notified in the Fort St. George Gazette dated 4-4-11 page 407 Part I.

2. Rev. T.Haines, the reputed owner of the property, to whom a notice under Sec. 4 of the Act was sent, wrote in his letter dated 25th November 1910 addressed to the Collector that the property belonged to his three sisters, that he was only their agent and that he was willing to part with the property for Rs.25,000/-.

3. After the issue of notices under Sec. 9(2) of the Act, it was found that Rev. T.Haines died in May last, and that his sisters had to be enquired into. In response to the notice issued to them Miss Emily Haines of Bangalore appeared on 18-9-11 and gave a statement that the property in question belonged to herself and her two sisters Miss Mary Haines of Bangalore and Miss Isabella Haines of Glasgow She produced two documents (1) a sale deed executed by one Mr. Arthur Purvis in favour of the late Rev. Haines in 1874 and (2) a deed of trasfer executed in 1887 by the said Rev. Haines in favour of this three sisters named above. These documents show that the property originally belonged to one Mr. Hathaway of the Madras Civil Service who bequeathed it to one Mr. Arthur Purvis from whom the late Rev. Haines purchased it in 1874. Miss Edith Emily Haines has consented to part with the said property for a sum of Rs.25,000/- including the 15 per cent allowance for compulsory acquisition, on behalf of herself and her two sisters. She has also produced powers of attorney from her two sisters.

4. The aforesaid documents and the fact of undisturbed possession ever since the purchase clearly prove the title of the three sisters to the property in question. The amount demanded viz. Rs.25,000/- appears to be fair and reasonable considering that the bungalow itself is a spacious building and that it has an extensive compound of acres 95-19 with three wells and numerous trees, in which the owners have proprietory right.

Copy of letter No.35 M dated 2/6-1-1940 from the Superintending Engineer, Bezwada Circle, to the Inams Commissioner, Madras.

---

Sub:- Buildings - Government -Bellary Dt. - Judge's quarters - Exclusion of site from the ~~data~~ data statement.

---

In enclosing herewith copies of correspondence noted in the margin*, I request you to kindly enlighten me in the matter.

---

* 1. copy of letter No.2615-G/25/26-9-39.
1 copy of Rev.Dvl. Officer's report L.Dis.No. 3335/39-D dated 21-11-39.
1 Accountant-General'su.o. WM.W4 Bel. 33 8 dated 24-8-1939.
1 Chief Engineer's No.424 AC/39-CP dated 17-4-1939.
(O) 1 G.O. No. 262 W dated 20-2-1911.
1 copy of grounds of award.

---
6 Total.
---

---

~~Copy forwarded~~

Letter No.2615-G/352-Y dated 26-9-1939 of the Superintending Engineer, Bellary Circle, Bellary to the Collector, Bellary.

---

Buildings - Government - Bellary District Judge's residence - Exclusion of the cost of site from the data statement.

Ref:- Your L.Dis.C.No.3826/39-B.4. dated 14-9-1939.

---

A perusal of the records in the Revenue Dl. Officer's file No.63-A/1911 ~~d~~ forwarded by you disclosed the following:-

1) In Col.1 of the schedule set forth in the notice under Sec.9(2) of the Act I of 1894 issued by the ~~Rev~~ Rev. Dvl. Officer, Bellary under date 12-9-1911, the 95.19 acres of land in question has been described as "Inam S.No.506-2 land covered by lease".

2) In the sale deed executed by Mr. Arthur Purvis

in favour of the late Rev. Hains in the year 1874 and also in the second schedule appended to the deed of transfer executed in 1887 by Rev. Hains in favour of the three sisters viz., (1) Miss Edith Emily Haines (ii) Miss-Mary Haines and (iii) Miss Isabella Haines, the land is stated to have been held by the owners under a grant of perpetual holding No.3578 of 1860 under the Seal of the Governor in Council. The latter deed not being available for examination, it is for investigation if the grant No.3578 of 1860 is a perpetual lease with right of resumption under certain conditions or if it is an outright assignment with ownership. It would therefore appear that as the evidence available is conflicting and in para 4 of the Rev. Dvl. Officer's grounds of award passed by him he has held the opposite view. The entry in col.4 of the Code form 'A' (statement showing the compensation awarded by Rev. Dvl. Officer) viz., "Land and Building etc." does therefore appear to need further examination. In these circumstances, the view held by the Accountant General in his U.O. note viz., that the land attached to the bungalow is the property of Government and that the outlay incurred by Government on the purchase should be taken to cover only the value of properties other than the land may possibly be correct. Kindly let me know after the requisite investigation your decision in the matter.

I return herewith the Revenue Dvl. Officer's case No.R.Dis. 63-A/1911 as forwarded by you for perusal and transfer to the Revenue Dvl. Officer, Bellary.

L. Venkatakrishna Ayyar,
25-9-1939.
Suptg. Engr. Bellary Circle.

Letter No. L. Dis.3335/39-D. dated 21-11-1939 from C.W. Tremenheere Esq., Revenue Divisional Officer, Bellary to the Collector, Bellary.

---

Buildings - Government - Bellary Tq. and Town District Judge's residence - exclusion of the cost of site from the data statement - report submitted.

Your N.Ref.4286/39 dated 29-9-39 (enclosed).

---

There are no records available to throw any light on the discrepancy pointed out by the Superintending Engineer. The grounds of award clearly show that the award was passed for 95.19 acres of land with the ~~xxxxx~~ building and well thereon.

As the land was classified as an inam land the Inam Commissioner may be consulted, if necessary.

Will the Chief Engineer kindly refer to his U.O.Note ated the 14th March 1939 regarding the fixation of the apital cost of the building now occupied by the District udge, Bellary? From the history of the case, it appears hat the building was acquired by Government in 1912 at a ost of Rs.25,000/- from an English Missionary, along with overnment land measuring approximately 100 acres for which e was paying a quit rent of Rs.100/- a year (i.e., Re.1 er acre per year) to Government. At that time the Super- ntending Engineer valued the building to be worth Rs.23,500/- nd the land to be worth Rs.10,890/- including the value f trees, wells etc. The land lord, however was prepared o accept a payment of Rs.25,000/- for the whole of the roperty and this payment was accordingly made to him on basis of Rs. 21,739/- for the property plus 15% thereof or Rs. 3,260-13-11) i.e., a total of Rs.25,000/-. It is vident from this arrangement that the Government paid ractically only the cost of the building Rs.23,500/- plus he value of the trees, wells etc., which can be estimated o be roughly about Rs.1,500/-. The owner apparently got othing for the land which according to the records, appears o have been the property of Government given to the lessee nder a perpetual lease for a nominal quit rent. It is vident that the ex owner himself paid nothing for the land nd it is not clear whether he had any saleable proprietary ight on this land as against the Government i.e., whether overnment would have been compelled to compensate the owner or resuming the land alone as distinguished from the build- ngs put up by the owner on this land. It is interesting o note that in the analogous contemporary case of the istrict Collector's bungalow at Bellary the view was held hat the land, being Government property, the owner was not

the whole of the outlay, viz., Rs.25,000/- was shown against the main building and nothing was shown against land as such. It is therefore somewhat doubtful whether Government should at this stage agree to split up the capital cost of the bungalow between the two component items, viz., buildings and land, and allow the benefit of F.R.45-A to the officer concerned. It is presumed in this connection that the District Collector of Bella (whose case is similar) has not been allowed to claim a benefit with regard to the value of the land for purpos rent assessment. A fact also worth mentioning is that latter officer thought at the time that the main buildi of the District Judge's residence (for which Rs.25,000/ were paid) was superior to that of the District Magistr residence (for which a price of Rs.27,500/- was paid).

Copy of letter from the Collector of Bellary, to the Secretary to the Board of Revenue, Ref.C.No. 1177/40., dated 25th June 1940 :-

Buildings - Government - District Judge's Bungalow - Bellary - Exclusion of the value of the site from award - Report submitted.

Board's Ref. I.No. 139/40-1., dated 29/2/1940.

In paragraph 1 of the grounds of award, S.No. 306/2 appears to be a mistake for S.No. 506/2, as the served notice under Section 9(2) and the record of enquiry under Section 11 both refer to S.No. 506/2 - Vide Bellary Revenue Divisional Officer's R.Dis. 63-A., dated 1st December 1911 regarding the acquisition of these properties. The extent of the land noted in the award (viz) 95 acres and 19 cents, agrees with that noted in the printed diglott register of 1892 against S.No. 506/2. S.No. 806 is a Government field measuring 17 acres and 8 cents, and has no sub divisions. Hence S.No. 506/2 is the land under reference that was acquired in 1911.

2. This land has been classified as Government dry (patta) in the old diglott register printed in 1892. It was not inam land. The classification of this land as Inam' in section 9(2) notice is apparently a mistake for Government dry' or may have been occasioned by the fact that it was granted on a special tenure, described in the sale deeds and transfer deed as 'a grant of perpetual holding given under the official seal of the Governor in Council of Madras'.

3. Column 1 of Section 9(2) notice under the Land Acquisition Act describes S.No. 506/2 as land covered by lease bungalows' and not 'land covered by lease'. The word 'lease' applies to bungalows only and probably it was meant that the bungalows were being rented out for fixed periods. In the sale deed executed by Arthur Pervis in 1874 the land and buildings were sold for Rs. 14,000/- to

Rev. T. Hanies, who in turn transferred them to his three sisters in 1887 - Vide Revenue Divisional Officer's R.Dis. 63-A/1911 - p. 54 G.F. Thus it appears that the land was not held on perpetual lease from the Government.

4. The sum of Rs. 25,000/- paid as compensation includes the cost of the land, buildings, wells and tr and all that existed on S.No. 506/2 at that time, as exhibited in column 4 of Code Form A, read with the award statement. As per Code Form A, land and buildings etc., were valued by the acquisition officer at Rs. 21,739-2-1 and 15% compensation added to it worked out to Rs. 25,000/- representing the total amount of the award. As the owners of the property left Bellary for good, and as they were offered Rs. 25,000/- for the properties purchased by them for Rs. 14,000/- they readily consented to part with them. The Land Acquisition Officer in 1911 seems to have thought it fit to award Rs. 25,000/- only (based on their consent statements) for the land and the buildings thereon, while the building alone was estimated to cost Rs. 23,500/- by the then Superintending Engineer and the land at Rs. 10,890/-, as this transaction resulted in savings to Government. However, reliance has to be placed on the award statement and the Code Form A for the description of properties and it seems certain that S.No. 506/2 was not inam land and not held on perpetual lease and that the sum of Rs. 25,000/- awarded as compensation represents the cost of lands, buildings, wells and trees and all that existed on S.No. 506/2 at that time.

5. Letter No. 352 I-I (Part II) of the Superintending Engineer, Bezwada, with its enclosures is resubmitted. R.Dis. 63A, dated 1st December 1911 of the Revenue Divisional Officer, Bellary, is enclosed for reference and return.

Buildings. Bellary. Dt. Judge's Quarters – Reduction of rent.

From the G. C. (G. B. & R.) No. 3243. Aej39. 2 of 23. 8.40.

To W.S

The question for consideration is whether the Cost of the land should be excluded from the Capital cost of the building for purposes of recovery of rent in respect of the Dt. Judge's quarters at Bellary, with reference to F.R. 45. A II.

2. The A. G. holds the view that since the owner apparently got nothing for the land which according to the records, appears to have been the property of Govt. given to him the lessee under a perpetual lease for a nominal quit rent the amount of Compensation paid to him (Rs. 25,000 for the property in 1912 represents the value of the buildings only, and Consequently no rebate in rent need be allowed for Cost of land. The award passed at the time of the acquisition states that the owner has proprietary right in the land. Relying on this award statement the Director of Bellary thinks that he has to obtain that the land was not inam land and is held on perpetual lease and that the compensation amount represents the Cost of land,

buildings, wells and trees and all that existed on the land at the time the Board of Revenue agrees with the Collector.

3. The crux of the problem lies in the ownership of the land at the time of acquisition. In the sale deed executed by Mr. Arthur Purvis in favour of Rev. Haines (from whom the property was acquired in 1912) in 1874 and in the deed of transfer executed in 1887 by Rev. Haines in favour of his sisters, the land is stated to have been held by the owners under a grant of perpetual holding (No. 3548 of 1860) under the seal of the Governor in Council. In his letter of 25.11.1910 Rev. Haines referred to this 'grant of perpetual holding'. The sale deed of 1874 and the deed of transfer of 1887 referred to above were examined at the time of the award. The award however does not refer to the special tenure mentioned above and in fact actually states that the owners have proprietary right in the land. The grant of 1860 (No. 3548) not being available, it is not possible to say whether the grant is a perpetual lease with right of resumption under certain conditions or whether it is an outright assignment with right of ownership. In the absence of information it appears that reliance has to be placed on the award as is done by the Collector.

4. The A.G.'s view referred to in para 2

'P' on p. 2 cf.

'M'.

para 1(2) of S.C. Ltr. on pp. 11-12 cf

pp. 10-11 of G.O. 262 W/ 20 2/1911.

(O)

→ 'A' on p. 10 of (O)

para 3, p. 9 cf.

'M' on p. 10 cf

'L' on p. 8 cf

on p.1 ante is supported by the fact that in the data statement sanctioned in 1913 the entire amount of Compensation is shown as the cost of building only. In the Capital and Revenue Accounts of Residences maintained by the A.G. the cost of the land is separately estimated and shown as Rs. 57,114.

5. In the circumstances it is for consideration whether the Cost of the land should be excluded from the Capital Cost and the occupant of the quarters allowed a rebate in rent.

If it is decided that the cost of land should be excluded, say a sum of Rs. 6,800/- may be deducted from the Capital Cost as calculated by the A.G. – vide para 5 of his letter on pp. 3-4 C.F. It may be mentioned in this Connection that the question of attaching a portion of the land to the quarters of the Superintendent, District Jail, Bellary is separately under consideration].

6. The remarks of Revenue, Public (Special) and Finance may be invited on para 5 above.

23/6/60. Jun 6/7

A on p.18 C.F. seems to be the correct position. The cost of the land – Rs 6,800 – may be deducted from the Capital cost.

7/7 A 7/7.

Rev
Pub
Fin

3053 F/40

Rev Dept

To 2-5

Please see the notes from p. 1 ante.
The file has been sent to this dept. apparently
with reference to the portion marked M on p. 2
ante, viz the [nature of the tenure] of the land, measuring about
100 acres in Bellary, in which is situated
the bungalow of the Dt. Judge. The land is
said to be a grant of perpetual holding, covered
by grant No 3578 of 1860. Pl. see the rules [issued in 1851] for
the grant of certificates for lands belonging
to Govts. and required for building purposes
by ~~Europeans~~ British subjects. Para 12 of the
rules apply to lands within Military Cantonments.
The original or a copy of the grant No 3578 of
1860 is not available in the file. It is
stated in the grounds of award of compensation
for the ~~acquisition~~ acquisition of the land, that the
land originally had belonged to one Mr.
Hathaway of the Madras Civil Service
who bequeathed it to one Mr. Arthur Purvis
from whom it was purchased by Rev.
Haines in 1874. Papers regarding the original
grant of 1860 may be available in the M.R.O.
[illegible] M.R.O. [illegible]

vide L no p 8 c.

1/8 161-163 IX / removed to Revenue

p 163. 1/8 (IX)

vide ante L at p 8 c.

para 3 p 9 c.
[illegible] at p. 9 c.

Rev. Debt.

U.O.Note. No.3053 F/40-1, dated 12- 9.40.

Land (Bellary) - Bellary taluk and town - Dt. Judge's Bungalow - Grant No.3578 of 1860.

---

The M.R.O. may be requested to trace and send the available records regarding grant No.3578 of 1860, said to have been issued in respect of the site, measuring 95.19 acres, in Bellary town, in which the residence of the Dt. Judge is situated.

~~They~~ M.R.O. may be requested to treat this as urgent.

11.9.

To the M.R.O.
(with enclos. as per list
to be retd. with reply)

List of Enclos:-

1. Current file pp.1-18
2. G.O.No.262 W, dated 20.2.1911
3. " " 733 W, " 25.5.1912
4. " " 1187 ", " 14.8.1913.

M.R.O.

Madras Record Office.

For the Curator.

Please see the u.o. note from the Revenue Department.

Mr. Hathaway's application to the Board for a title deed for his house in Bellary will be found in B.P. 3530 dated 1-8-1860. The application which was registered by the Board as No.3578 of 1860 was forwarded to the Government in order that the title deeds might be sealed by the Government. This was done in G.O. 1341 Revenue dated 13-8-1860.

The original title deed was returned to Mr. Hathaway, but the form 'C' in which it was issued will be found in G.O.1271, Revenue, dated 23-9-1859. G.O.No.1053, Revenue, dated 5th August 1859, which throws light on the nature of the title deed is also put up.

The file may be returned to the Revenue Department u.o.

M.R.O. u.o.1042 D.II/40.
14-9-40.
(with (1) current file.
(2) G.O.262 W, dated 20-2-1911.
(3) " 733 W, dated 25-5-1912.
(4) " 1627 W, dated 14-8-1913.)
(and 4 other papers to be returned to M.R.O.)

To the Revenue Department u.o.

---

Revenue Department

To U.S.

Please see the notes from page 4 ante.

2. The original holder of Certificate No.3578 of 1860 in question was Mr. Hathaway, Collector of Bellary. In his letter, dated 18th July 1860, to the Bd. of Rev., Mr. Hathaway applied for the transfer to permanent holding of the tenure of the lands on which were situated his houses at Bellary and Kamlapur in the taluk of Hospet, under clause second of paragraph 4 and para of G.O.No.1053, Rev., dated 5th Aug. 1859. Along with his letter he sent for the approval and sanction of the Govt. two title deeds prepared in Form C prescribed in G.O.No.1271, Rev. dated 23.9.1859. The two title deeds were stamped with the Seal of the Govt. and returned to the Bd. in G.O.No.1341, Rev., dated 13.8.1860. From a perusal

of the form C, in which the certificates ~~were to~~ were issued, it will be clear that the land was declared to be the permanent holding of Mr. H. thaway subject to the condition of the payment of an annual ~~payment~~ quit-rent to the Govt. It follows that the successors-in-title of Mr. H. th (viz., Mr. Arthur Purvis, Rev. Haines and his sist held the land under a permanent tenure. With reference to M.on p. 2 nte, P.W.D. may be informed that at the time of acquisition, the land might be considered to have been held by the persons from whom it was acquired, as a permanent holding with full rights of ownership in the land. The file may be passed on to Public.

Public (Special) Deptt.

In view of the position stated in the Revenue Department's note above, this department may agree that the cost of the site may be excluded in assessing the rent payable in respect of the District Judge's quarters ~~at~~ at Bellary, with reference to F.R. 45-A II.

The P.W.D's note on pages 1-3 ante explains the position.

2. The question is whether the price of Rs 25,000/- paid by Government was for the building alone as contended by the A.G. or whether it included the cost of the site also and, if the latter, whether there is a case for reducing the capital cost for purpose of recovery of rent under F.R. 45A-II.

3. It may be noted in this connection that under the old ~~rule~~ F.R. 45, the standard rent was calculated on the cost of acquiring or constructing the residence including any capital expenditure incurred after acquisition or construction together with the cost or assessed value of the site. Under the revised new ~~rule~~ rule 45A, the capital cost excluding the cost of site has ~~been~~ to be adopted for purposes of calculation of rent. It is presumed that, when the new ~~scale~~ rule was introduced, the rents of the various residential buildings were revised by excluding the cost of site in such cases. In this case, as the original data statement of the building did not specify anything against the cost of site, no question of revision seems to have arisen. The C.E. has now worked out the cost of land on a proportionate basis and has proposed that the present capital cost may be reduced by Rs 6,800. P.W. and Pub(Spl) support the proposal.

4. From the Revenue Department's note it will appear that the owner from whom the building with the site i.e., was purchased had a permanent holding with full rights of ownership of the land and the cost of Rs 25,000 paid by Government should, therefore, be taken to cover the cost of the land also. Finance may, therefore, agree that the cost of the site may be excluded from the capital cost of the building with

reference to F.R. 45A-II.

P.W.D.

To A.S.

[Notes from p. 4 ante may be perused].

A draft order on the case is put up. It is proposed therein to give effect to the revision of rent from the date of the order.

C.F. 16.

# DRAFT FOR APPROVAL.

| | Date. | Initials. |
|---|---|---|
| When received for fair copying .. | | |
| When copied .. | | |
| When examined.. | | |
| When signed .. | | |
| When despatched. | | |

SUBJECT:— P. W. D.

Buildings- Bellary- District Judge's Quarters- Exclusion of Cost of site from the Capital Cost- Revision of rent- Ordered.

READ AGAIN _____, dated _____ 19____

" " _____ " _____ 19____

READ *ALSO*:—

C. No. 4453/C40. From the G. E. (G. B. & R.), No. 3243 Acf. 39-2, dated 23. 8. 1940

" _____ " _____ " _____ " _____ 19____

" _____ " _____ " _____ " _____ 19____

~~Order~~ ~~Ms.~~ ~~Resolution~~ ~~Rout.~~ No. 2322, dated 25 - 10 - 1940

---

The building, together with the site, used as the residence of the District Judge at Bellary was acquired in 1912 at a cost of Rs. 25,000/-. In the rent data statement subsequent sanctioned for the quarters, the full compensation amount was shown as the Capital Cost of the building only on the presumption that the site was the property of Govt. held by the owners under perpetual lease. From the records available with the Govt. it is observed that the land which was originally held by a former owner under

certificate no. 3578 of 1860, granting a perpetual lease, was later on converted into a free-hold with full rights of ownership. The Govt. consider that the compensation paid for the property should be taken to cover the cost of land also. They now direct that a sum of Rs. 6,800/- (Rupees six thousand and eight hundred only), being the proportionate cost of the site, be excluded from the Capital Cost and that the rent of the quarters be revised accordingly with effect from the date of this order.

5/10 25/10

27/10

para 4 on p. 2 of (W), & p. 1 of (F).

pp. 6-7 & 8 ...

Dpd. by Ven
Dpr.'s initials.
Date 4.11.1940.

p. 4 CF.

To the G. E. (G)

" A. G. thro' the Fin. Dept. with a Copy of G. E's letter. pp. 1-4 CF

(S. C. for section)